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September 19th 2022

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NO. 22-CCV-070378

**RICHARD P. JONES,
MICHAEL JOSEPH BITGOOD
A/K/A/ "Michael Easton", and
LEWIS, BRISBOIS, BISGAARD &
SMITH LLP**

Plaintiffs

VS.

**KARINA MARTINEZ,
MARIANNA SULLIVAN,
IMPERIAL LOFTS, LLC,
IMPERIAL LOFTS OWNER LLC
DAVID OUBRE,
LEWIS, BRISBOIS, BISGAARD &
SMITH LLP, a California Foreign LLP**

Defendants

IN THE COUNTY COURT

AT LAW NO. THREE (3) OF

FORT BEND COUNTY, TEXAS

Dear Mr. Moyer and Mr. Fisher:

EXHIBIT 9

I. “GENESIS”

1. In connection with the above styled and numbered cause, I cannot believe—or yes I can believe— that the attempt by Nolan Real Estate Services **to unlawfully evict one Black man**, and Nolan’s attempt to try it again after being slammed in justice-of-the-peace court has us here surrounded by all you “luminaries” from coast- to- coast. Not content with being caught the first time via Karina Martinez, Nolan then tried to have me prosecuted by using a law-enforcement officer on their payroll, similar to the threat I received yesterday from one Jana Lubert from the “Lewis & Bobo” California chapter.

2. Instead of turning over the items mandated by *Rule 194* of the Texas Rules, I get the run around from David Oubre, who to this date, has yet, and despite his repeated promises, failed to turn over the insurance policy (s) addressed by *Rule 194.2 (b) (7)*. I will be addressing all of his conduct in an omnibus sanctions motion based on his behavior throughout this case— **a case I might add, that could have settled for 750.00 (Seven Hundred and Fifty Dollars), and an apology to my friend, Richard P. Jones.**

3. Of course, “luminaries” and wealthy and thieving landlords, do not apologize to anyone, much less Blacks for stealing, lying, and mistreating them; **they simply hire more lawyers** to drain the policy, wear down the Plaintiffs, have them arrested and filed on, and then they send the best and most arrogant prevaricators to court to “file down” the Plaintiffs, and the trial judges as well. See *In Re Thompson Coe*, 212 S.W.3d. 918 (Tex. App. [12th Dist] 2007) (orig proceedings), see also, *Walker v. Whatley*, No. 09-10-00285-CV (Tex. App. [9th Dist] 2010).

II. “EXODUS”

4. So that there is no confusion going forward, I am requesting that each “luminary” clearly identify:

- a. Who they represent;
- b. in what capacity they purport to represent the “client”
- c. under what authority they purport to represent the “client”, and
- d. complete contact information since clients and witnesses are told not to comply with subpoenas—even after they sign and stipulate to appear, and take the monies to boot. This way the “luminaries” cannot be challenged when they lie in court, and conflicted lawyers can continue to generate income while concealing offers from the poorest client, to protect the richest ones, all while violating not only DR’s, but the fundamental rules of human decency. ¹ What Oubre, and “Lewis & Bobo” did to Karina Martinez in this case should entitle that young lady to never work a day in her life again.

5. If you “luminaries” insist on playing yet more games, I will again bring a Rule 12 motion against whoever is appearing in violation of the Texas Rules of Professional Conduct and Discipline, the Texas Business and Commerce Code, and of course, the Texas Penal Code, which Madam Sullivan and all the “luminaries” believe they are exempt from.

6. As to Bennett Fisher, “welcome home” it’s been a while since we have seen each other, and Judge Boehm nearly took your head off along with the late Bob Axelrad. However, don’t get too comfortable just yet because a motion to disqualify you, and “Lewis Bobo” is coming, and thanks to Oubre that is a motion (and a gift) that simply will keep on “giving”! Bennett has always been the “foam and flame” retardant used as damage control. However, in this case, Oubre started a “grease” fire, and then “poured” water on it. So, don’t settle in just yet for in the words of the poet Robert Frost:

1

A copy of a retention letter, a signed contract albeit electronic, will satisfy the undersigned, along with a copy of each declarations page to each policy that has been invoked or is in play.

“The woods are lovely, dark and deep; but I have promises to keep, and miles to go before I sleep.” ²

7. So, please, turn over the long overdue policies, or, you guys could do the smart thing here; settle for the nominal amounts we sent Oubre and all of your “clients” dirty little secrets, business models, lawyer misconduct, threats, cloak and dagger tactics, and the myriad of litigation that will come from all of this will remain a deep and distant memory of what the great “luminaries” did to curtail, not expand litigation.

8. In case you “luminaries” missed it, as did Oubre, I did not ask for a single solitary penny for me, not even for the hundreds of hours I have poured into fighting Nolan. In 2018, I made it clear that I did not want your monies, but rather, I told Oubre to write a check, (for what was already owed me anyway) to **Cornerstone Baptist Church** and pay Brad Beers his fees that were legally due him. Oubre, in violation of the CPRC and Texas Supreme Court precedent, used his time, along with Madam Sullivan, trying to get me arrested and jailed. **(Wont a jury love to hear this story)?** ³

9. By mocking the Lord, and representing that they would do so, Oubre, and Madam Sullivan, have brought judgement on their heads, and this will follow them all the days of their lives. See: Galatians 6:7:

“Be not deceived; God is not mocked: for whatsoever a man soweth, that shall he also reap.”

2

Oubre gave you “up” in Court on September 13th 2022, that’s how I knew you were coming.

3

The proceeds would have been used to help the needy and those in distress that land on the steps of our Church every week looking for help. I have no control or say-so in those matters, as the Pastor makes those decisions.

III. “LEVITICUS”

10. According to David Oubre, who set it up, all you “luminaries” are “dying” to go to mediation with us on October 4th 2020, at the offices of Alan Magenheim Esq. Please forgive me in advance, but if Oubre, or Madam Sullivan, told me that the sun was going to shine brightly tomorrow, I would be down at “ACE” hardware buying every high density and LED light bulb in stock for the upcoming darkness that would engulf the earth.

11. As I told Oubre in my very first letter to him dated March 14th 2022, if his clients want a fight, they came to the right “gym” for that fight. If they wanted peace, they also came to the right place. If we are going to mediate on October 4th 2022, please **HAVE THE DECENCY** to inform Mr. Magenheim so he can prepare the rooms, and if not, please inform him so that he can cancel and give the space to people who wish for peace, not game playing “luminaries” and their so-called “clients”! However, I will not attend any mediations without the insurance policies, and because Oubre and “Lewis & Bobo” committed crimes on behalf of Nolan, Martinez, and Madam Sullivan, the Court cannot order this mediation unless the judges become willing accomplices to that criminal conduct as was laid out in, and read into the record, and was also properly judicially noticed.

12. Please let me know by Friday, September 23rd 2022, if you guys still desire to mediate, or, if we go back to GENESIS.

13. Thank you, I await your answers, and the insurance policies in question— which you can present at the mediation— because as Jeff Steidley found out (the hard way) in *Padilla v. LaFrance*, 907 S.W.2d 454 (Tex. 2005), never make a demand, or settle a case, without getting all the policies first, unless it is a nominal demand that will quickly put an end to contentious litigation, which is what we tried to do here in 2018, and again in November of 2021.

14. In closing, be advised that I will treat you, the way you treat me.

Most Cordially
/s/ Michael Easton

CERTIFICATE OF SERVICE

On this the 19th day of September 2022, I certify that I served a true and correct copy of this instrument on all named parties via the Texas e-file system.

/s/ Michael Easton